



SCOTT HAGGERTY, CHAIR
Alameda County

ADRIENNE J. TISSIER, VICE CHAIR
San Mateo County

TOM AZUMBRADO
*U.S. Department of Housing
and Urban Development*

TOM BATES
Cities of Alameda County

DEAN J. CHU
Cities of Santa Clara County

DAVE CORTESE
Association of Bay Area Governments

CHRIS DALY
City and County of San Francisco

BILL DODD
Napa County and Cities

DORENE M. GIACOPINI
U.S. Department of Transportation

FEDERAL D. GLOVER
Contra Costa County

ANNE W. HALSTED
*San Francisco Bay Conservation
and Development Commission*

STEVE KINSEY
Marin County and Cities

SUE LEMPert
Cities of San Mateo County

JAKE MACKENZIE
Sonoma County and Cities

JON RUBIN
San Francisco Mayor's Appointee

BIJAN SARTPI
*State Business, Transportation
and Housing Agency*

JAMES P. SPERING
Solano County and Cities

AMY REIN WORTH
Cities of Contra Costa County

KEN YEAGER
Santa Clara County

STEVE HEMINGER
Executive Director

ANDREW B. FREMIER
Deputy Executive Director

October 29, 2010

Solicitation of Proposals Professional Movers for the Bay Area Toll Authority

Dear Professional Mover:

The Bay Area Toll Authority (BATA) invites your firm to submit a proposal to provide on-call moving services. During the construction of the new San Francisco-Oakland Bay Bridge Toll Operations Building (SFOBB TOB), BATA will need Professional Movers (the Mover) to disassemble, pack and move furniture and cubicles from approximately 35,000 square feet of affected office space in the existing toll building. Construction will occur in phases, and affected areas may need to be packed, moved, and unpacked more than once. The Mover shall also provide off-site storage for furniture, equipment, and boxed materials, as well as salvaging or recycling of furniture and equipment. The Mover may also be asked to move furniture and equipment at other toll bridge related facilities.

The contract will be two (2) years from the date of execution, with an option for BATA to renew for two (2) additional years. The anticipated start date is November 2010. Rates will be subject to renegotiation if the contract is renewed. The scope of work is detailed in *Appendix A, Scope of Work*, of this Solicitation of Proposals (SOP).

If you are interested in providing a proposal based on the attached Scope of Work (*Appendix A*), please complete the attached Proposal Form (*Appendix B*) and Levine Act Statement (*Appendix C*) and **mail or deliver** to the attention of the BATA Project Manager, Stephen Wolf, at the address below no later than **4:00 p.m. Monday, November 15, 2010. Proposals received after this time and date will not be considered.**

Proposals shall be considered firm offers to enter into a contract to provide the services described in Appendix A for a period of ninety (90) days from the time of submittal.

In order to be eligible to submit a proposal, a Mover must demonstrate to BATA's satisfaction that it **1)** has been regularly engaged in the business of professional moving for at least six (6) years; **2)** possesses a current and active license(s) for moving and storing furniture and equipment, as applicable; **3)** is able to supply two personnel within 24 hours of notification by BATA; **4)** has 2,000 square feet of covered, secured and climate-controlled off-site space available for BATA storage;

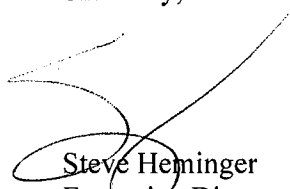
5) has successfully completed, in the last three (3) years, at least five (5) contracts as a professional mover, with each contract amount equal to or greater than \$30,000, each similar in nature to the work scope as outlined in Appendix A; 6) can assign a Project Manager to this job who was the Project Manager for no fewer than two (2) of the projects from Minimum Qualification 5; and 7) is able to provide certification to salvage and/or recycle at no additional cost to the project.

A Mover will be selected based, in descending order of importance: experience, cost, effectiveness of proposed staffing plan, and references. The selected r Mover will be issued a Purchase Order (PO), the terms of which are included in *Appendix C*. BATA's selection dispute procedure is attached as *Appendix E*.

If you have any further questions, please contact the BATA Project Manager, Stephen Wolf, at (510) 817-5968 or <swolf@mtc.ca.gov>. Proposal forms shall be delivered or mailed to Stephen Wolf at BATA, 101 Eighth Street, Oakland, CA 94607-4700.

There will be no pre-proposal conference. Any addenda released for this SOP and responses to questions will be published on BATA's website at www.mtc.ca.gov/jobs. No e-mail transmissions of any addenda will be provided. The Proposer is responsible to check the website for any addenda and responses to questions released.

Sincerely,



Steve Heminger
Executive Director

SH: SW

J:\CONTRACT\Procurements\Operations & Support Svcs\SOPs\SFOBB TOB Movers SOP 10.doc

APPENDIX A

SCOPE OF WORK

PROJECT OVERVIEW

The Bay Area Toll Authority (BATA) is a public agency established by Streets and Highway Code Section 30950 *et seq.* BATA is responsible for the disposition of toll revenues collected from seven toll bridges owned and operated by Caltrans in the San Francisco Bay Area. The bridges are the Antioch, Benicia-Martinez, Carquinez, Dumbarton, Richmond-San Rafael, San Francisco-Oakland Bay Bridge, and San Mateo-Hayward Bridge. These responsibilities include administration of the Regional Measure 1 (RM 1) capital improvement program approved by the voters in 1988.

One component of RM 1 is the Toll Bridge Rehabilitation Plan, which funds repairs and replacements to components of the bridges and their appurtenances. The new SFOBB TOB project falls under the Rehabilitation Plan; the design and construction management of this project is being overseen by BATA.

The existing toll building houses toll collection staff and electronic systems, Caltrans maintenance administration, and other similar personnel and electronic systems. These functions will remain in operation through construction of the new SFOBB TOB, and will need to relocate into the new building when its construction is complete.

The project is attempting to attain Silver LEED certification from the United States Green Building Council (USGBC), following LEED Version 2.2. As such, 20% of all furniture removed from the existing building shall be salvaged or recycled, consistent with LEED Credit in the Scope of Work. Mover will provide BATA with documentation that the salvaging or recycling has occurred.

SCOPE OF WORK AND SCHEDULING

The Mover shall provide a Project Manager to oversee planning and implementation of all services and to be responsible for all communication with BATA. The Project Manager shall respond to all BATA calls and supply two personnel within twenty-four hours, and all requested moves shall be performed within forty-eight (48) hours of the request. In addition, and at no cost to BATA, the Project Manager shall visit the move site prior to move to determine the proper equipment and staff needed to perform the work.

The Mover shall be responsible for providing moving boxes, and for disassembling and reassembling (as needed) and moving furniture and equipment within the facility and/or to off-site to temporary storage facilities. Furniture may include, but is not limited to, desks, chairs, cubicle partitions, filing cabinets, copier machines and refrigerators. Mover shall provide all materials for wrapping, packing and crating, as necessary. Mover shall have the tools and equipment to disassemble and store furniture, cubicles, and partition walls as necessary.

The existing toll building has three floors, but does not contain an elevator. The Mover shall move equipment from floor to floor at no extra cost.

The Mover shall provide all moving apparatus including, but not limited to, trucks, dollies, protective blankets, and labor.

The Mover shall provide 2,000 square feet of covered and climate-controlled off-site storage with a minimum height of 8 feet.

The Mover shall photo-document all equipment and furniture prior to moving, and shall properly label and inventory items that are moved.

The Mover shall have the means to securely transfer sensitive materials, including confidential documents.

SAFETY, PROTECTION AND CLEAN-UP

Mover shall comply with all applicable safety codes and regulations that govern work, including those of the City of Oakland, and Occupational Safety and Health Administration (OSHA) including but not limited to:

- Providing safety protection to workers, pedestrians, vehicles, and other property while performing work for the duration of the work;
- Removing from the worksite all tools, equipment, supplies, discarded materials, rubbish, cans, trash, rags, or other similar items at the end of each project/workday.
- Using care not to scratch or otherwise damage finished surfaces, and protecting all finishes, including but not limited to, furniture, floors, thresholds, walls, built-ins, doors and doorframes, ceiling sprinkler system, and elevator cabs from damage.

Mover shall correct any damaged or defaced property by cleaning, repairing or replacing, and repainting, as acceptable to the BATA Project Manager, at no additional cost to BATA.

Mover is required to protect persons (including Mover's staff, building occupants and visitors), and property during the performance of the work.

Mover shall not interfere nor cause delay to the SFOBB TOB construction work, and shall equip own workers with protective safety gear, including head, eye, ear, and foot protection as may be necessary and at no additional cost to BATA.

MOVER STAFF

1. Mover shall require all staff assigned to the project to wear uniforms and/or a shirt identifying the company name on the front or back of the shirt. Mover staff will not be allowed to work on the MetroCenter grounds unless they are in the required uniform/clothing. If a vehicle is

utilized to perform the services, there must be decal on both sides of the vehicle that identifies the firm and is clearly visible to anyone who approaches the vehicle.

2. BATA, at its sole discretion, may require Mover to remove assigned staff from the worksite for failure to possess the required skills or license to perform the job and/or failure to perform the requested work. BATA will not be responsible for paying any costs associated with the hourly rate for the dismissed staff.

APPENDIX B PROPOSAL FORM

Project Name	
Name of Proposer:	

Minimum Qualifications:		
Indicate if your company meets these requirements.	YES	NO
1. Has your company been regularly engaged in the business of professional moving for at least six (6) years?		
2. Does your company currently possess a current and active license(s) for moving and storing furniture and equipment, as applicable?		
3. Can your company supply two personnel within 24 hours of notification by BATA?		
4. Does your company have 2,000 square feet of covered, secured and climate-controlled short-term storage available for BATA storage?		
5. Has your company successfully completed, in the last three (3) years, at least five (5) contracts as a professional mover, with each contract amount equal to or greater than \$30,000, each similar in nature to the work scope as outlined in Appendix A?		
6. Is the Project Manager proposed for this job the Project Manager for two (2) of the projects from Minimum Qualification 5?		
7. Is your company able to provide certification to salvage and/or recycle at no additional cost to the project?		

I. Experience:

- Describe your experience in providing the services described in Appendix A.
- Describe the off-site location where furniture and equipment will be stored.

[illegible]

II. Cost: Submit prices for supplying professional moving services, as per Appendix A. All prices shall include all taxes, utilities, licenses or permit fees, overhead, and profit.	
Hourly labor rates – Project Manager	\$
Hourly labor rates – Mover	\$
Material costs (Provide costs for all materials that will be used)	\$
Monthly Storage Fee (per square foot) (Note: BATA will pay for off-site storage only if off-site storage is used and only for the amount of storage space used, and BATA reserves the right to pro-rate this rate for any storage less than 30 days)	\$
Vehicle rates: Cargo Van	\$
One Axel Truck	\$
Two Axel Truck	\$
Other rates:	
List any other applicable charges for the work in this RFQ	\$

III. Staffing plan

- Provide an outline of your staffing plan for this contract. (Attach additional pages, if needed.)

[illegible]

IV. References:

Provide at least 5 from similar projects that meet Minimum Qualification #5, of this form. Circle the 2 projects for which the proposed Project Manager was Project Manager.

1.	Client's Name	
	Contact Person	
	Address	
	City & Zip Code	
	Phone Number & Email	
	Type of Work Performed:	
2.	Client's Name	
	Contact Person	
	Address	
	City & Zip Code	
	Phone Number & Email	
	Type of Work Performed:	
3.	Client's Name	
	Contact Person	
	Address	
	City & Zip Code	
	Phone Number & Email	
	Type of Work Performed:	
4.	Client's Name	
	Contact Person	
	Address	
	City & Zip Code	
	Phone Number & Email	
	Type of Work Performed:	

5.	Client's Name	
	Contact Person	
	Address	
	City & Zip Code	
	Phone Number & Email	
	Type of Work Performed:	

V.	Availability and Condition of the Off-Site Storage Facility: Describe the short-term off-site storage facility, its proximity to BATA, and detail how it meets Minimum Requirement #4 (2,000 square feet of covered, secured and climate-controlled off-site storage) listed above. (Attach additional pages, if needed.)

Submission of signed Proposal Form is a firm commitment to perform the work specified in Appendix A in accordance with this SOP.

VI.	Supplier's Signature
Name of Proposing Firm	
Address	
City, State, Zip Code	
Phone Number/Fax No.	
Email address	
By signing below, you acknowledge and agree to provide the required certificate of insurance providing verification of the minimum insurance requirements listed in Appendix C within five (5) days of BATA's notice to firm that it is the successful proposer.	
Name & Title of Authorizing Official	
Authorized Signature	

APPENDIX C, General Conditions for Purchase Orders

1. DEFINITIONS

- a. BATA. Includes the Metropolitan Transportation Commission, the Metropolitan Transportation Commission Service Authority for Freeways and Expressways, or the Bay Area Transportation Authority.
- b. Supplier. The individual, firm, partnership, corporation or combination thereof to whom a Purchase Order is mailed or otherwise furnished by BATA.
- c. Contract. The legal agreement between BATA and the Supplier, which includes the terms of any written solicitation of Bids or Proposals and any deviation from the written specifications expressly accepted by BATA; the Supplier's bid, proposal, or offer; and all terms and conditions set forth in or attached to this Purchase Order. In the event of a conflict between one or more provisions of the Contract, the more specific or stringent provision with respect to Supplier's performance of the work shall apply.

2. ACCEPTANCE OF OFFER

This purchase order constitutes BATA's acceptance of Supplier's offer and becomes a binding contract, as defined above, when it is signed by BATA and mailed to Supplier. No revisions to or assignments of this order shall be valid unless in writing and signed by an authorized representative of BATA.

3. PERFORMANCE OF WORK

Supplier shall accomplish all the work and furnish all materials necessary for the completion of the work in a good, workmanlike and thorough manner and to the satisfaction of BATA, in accordance with the Contract.

4. CONTRACT PRICE

The firm fixed price(s) or other maximum payment set out in this purchase order, which includes full compensation to Supplier for performing all work required by the Contract, including all applicable federal, state and local taxes.

5. VARIATION IN QUANTITY, QUALITY OR PERFORMANCE

Any variation in the quantity, quality or performance of any item or service called for by this order shall be grounds for termination by default by BATA, as provided in 8a, unless approved by BATA in writing.

6. PACKAGING AND CRATING

All items shall be packed by Supplier in suitable containers for protection in shipment and storage. Prices set forth in this order include all charges for Supplier's packing, crating and marking for transportation to f.o.b. point.

7. INSPECTION AND ACCEPTANCE

Inspection and acceptance will be at destination, unless otherwise provided. Until delivery and acceptance, and after any rejections, risk of loss will be on the Supplier.

8. TERMINATION

- a. If Supplier fails to comply with any of the provisions of the Contract, or in the event Supplier becomes the subject of a proceeding under state or federal law for relief of creditors, or if Supplier makes an assignment for the benefit of creditors, BATA shall have the right to hold Supplier in default and cancel this order in whole or in part. In each event, BATA may obtain the items covered by the cancelled order from another Supplier and, if Supplier was selected as a result of a competitive procurement process, Supplier shall reimburse BATA for the excess cost to BATA, if any.
- b. Without affecting its right to cancel this order under paragraph (a) above, BATA may terminate this order in whole or in part prior to shipment of goods or provision of services at no cost by providing written notice to the Supplier. In such event, BATA shall reimburse Supplier for non-recoverable costs incurred to date, not to exceed the Contract Price.

9. SCHEDULE

Unless otherwise agreed, material commitments and production arrangements should not be made by Supplier in excess of the amount or in advance of the time necessary to meet the specified delivery schedule. Time is of the essence in filling this order, and it is Supplier's responsibility to comply with BATA's delivery directions and/or schedule. Failure to deliver any item or provide any service called for by the contract within the time called for shall be grounds for termination for default as provided in 8.a.

10. INDEMNIFICATION

Supplier shall indemnify and hold harmless BATA, BART and ABAG, and its/their Commissioners, directors, officers, agents and employees from and against all claims, demands, suits, loss damage, injury and liability, including any and all costs and expenses incurred in connection therewith, however caused, resulting from, arising out of or in any way connected with Supplier's performance of the Contract, including delivery of materials or equipment to BATA at the time and point of delivery indicated when delivery is an obligation of Supplier under the Contract.

11. INDEPENDENT SUPPLIER

Supplier is an independent Supplier and not an employee or agent of BATA.

12. PAYMENT

Supplier shall submit an invoice to BATA within thirty days after completion of work, unless otherwise specified in purchase order. BATA will pay invoices no later than thirty (30) days after their receipt conditioned upon approval of work done and amount billed. Invoices shall be made in writing and delivered or mailed to BATA as follows: Accounting Section, BATA, Joseph P. Bort MetroCenter, 101 Eighth Street, Oakland, CA 94607-4700.

13. INSURANCE REQUIREMENT

Supplier agrees to obtain and maintain at its own expense for the duration of the Agreement the following types of insurance against claims, damages or losses arising in connection with the performance of the Agreement, placed with insurers with a Best's rating of A-X or better: (1) Worker's Compensation Insurance, as required by the law, and Employer's Liability Insurance in an amount no less than \$1,000,000, each with a waiver of subrogation in favor of BATA; (2) Commercial General Liability Insurance, with a combined single limit of not less than \$1,000,000 bodily injury and property damage, a combined single limit of not less than \$1,000,000 for personal injury and advertising injury for any one occurrence, and \$2,000,000 general aggregate; (3) Owned, Non-Owned and Hired Automobile Liability Insurance in an amount no less than \$1,000,000 that contains liability Symbol 1 to provide coverage for any auto; (4) Umbrella insurance in the amount of \$3,000,000 providing excess limits over Employers Liability, Automobile Liability, and Commercial General Liability Insurance; (5) Property Insurance covering Supplier own business personal property and equipment to be used in performance of this Agreement, materials or property to be purchased and/or installed on behalf of BATA (if any), debris removal, and builders risk for property in the course of construction (if applicable). Coverage shall be written on a "Special Form" ("All Risk") that includes theft, but excludes earthquake, with limits at least equal to the replacement cost of the property. Such policy shall contain a Waiver of Subrogation in favor of BATA. If such insurance coverage has a deductible, the Supplier shall also be liable for the deductible. The policy(ies) covering Commercial General Liability will contain an endorsement to include BATA, BART and ABAG, its/their Commissioners, directors, officers, representatives, agents and employees as additional insureds for products and completed operations using endorsement form #CG2010 11/85 or comparable wording. Also, the endorsement must specify that such insurance is primary and that no BATA insurance will be called on to contribute to a loss. The issuing company must also provide a 30-day written notice to BATA prior to

cancellation of or material change to the required coverages. Certificates of insurance verifying the coverages and the required endorsements and signed by an authorized representative of the insurer must be delivered to BATA prior to issuance of any payment under the Agreement by BATA. Payment of any deductible or self-insured retention is the sole responsibility of the Consultant.

14. INJURY PROTECTION

As part of the BATA's Injury Prevention Program (IPP) established pursuant to California Labor Code Section 6401.7, you may be required to provide the contracting agency with a description of your IPP and, specifically, of your methods and procedures for identifying and using safe conditions and work practices at the worksite while performing specified work.

15. RESPONSIBILITY OF SUPPLIERS AND SUBCONTRACTORS

Supplier shall be solely responsible for any and all of the work done by your subcontractors or employees, and all orders or instruction from BATA shall be through you to them. Supplier shall ensure that subcontractor and employees commence their work promptly at the agreed-upon time and carry it on with due diligence; and that any and all damage caused by them is promptly repaired or corrected by them or Supplier at not cost to BATA. Supplier is solely responsible for payment of subcontracts. In no event shall BATA have any responsibility or obligation to such subcontractors.

16. PAYMENT

Supplier shall submit an invoice to BATA within thirty (30) days after completion of work. BATA will pay invoices no later than thirty (30) days after their receipt conditioned upon approval of the work done and the amount billed. All invoices shall be made in writing and delivered or mailed to BATA as follow:

Attention Purchasing Technician
Metropolitan Transportation Commission
Joseph P. Bort MetroCenter
101 Eight Street
Oakland, CA 94607-4700

APPENDIX D, CALIFORNIA LEVINE ACT STATEMENT

California Government Code § 84308, commonly referred to as the “Levine Act,” precludes an officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the officer, or received by the officer on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.

MTC’s commissioners include:

Tom Azumbrado
Tom Bates
Dave Cortese
Dean J. Chu
Chris Daly
Bill Dodd

Dorene M. Giacomini
Federal D. Glover
Scott Haggerty
Anne W. Halsted
Steve Kinsey
Sue Lempert
Jake Mackenzie

Jon Rubin
Bijan Sartipi
James P. Sperling
Adrienne J. Tissier
Amy Rein Worth
Ken Yeager

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any MTC commissioner in the 12 months preceding the date of the issuance of this request for qualifications?

___ YES ___ NO

If yes, please identify the commissioner: _____

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$250 to any MTC commissioners in the three months following the award of the contract?

___ YES ___ NO

If yes, please identify the commissioner: _____

Answering yes to either of the two questions above does not preclude BATA from awarding a contract to your firm. It does, however, preclude the identified commissioner(s) from participating in the contract award process for this contract.

DATE

(SIGNATURE OF AUTHORIZED OFFICIAL)

(TYPE OR WRITE APPROPRIATE NAME, TITLE)

(TYPE OR WRITE NAME OF COMPANY)

APPENDIX E

SOP PROTEST PROCEDURE

A proposer may object to a provision of the SOP on the grounds that it is arbitrary, biased, or unduly restrictive, or to the selection of a particular consultant on the grounds that BATA procedures, the provisions of the SOP or applicable provisions of federal, state or local law have been violated or inaccurately or inappropriately applied by submitting to the Project Manager a written explanation of the basis for the protest:

1. No later than three (3) working days prior to the date proposals are due, for objections to SOP provisions; or
2. No later than three (3) working days after the date on which the proposer is notified that contract award has been authorized to another proposer, for objections to vendor selection.

The BATA Section Director responsible for the procurement will respond to the protest in writing, based on the recommendation of a staff review officer. Authorization to award a contract to a particular Mover shall be deemed conditional until the expiration of the protest period or, if a protest is filed, the issuance of a written response to the protest by the BATA Section Director.

Should the Proposer wish to appeal the decision of the BATA Section Director it may file a written appeal with the BATA Executive Director, no later than three (3) working days after receipt of the written response from the BATA Section Director. The Executive Director's decision will be the final agency decision.